

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**PG PUBLISHING CO., INC. d/b/a  
PITTSBURGH POST-GAZETTE**

**and**

**Case 06-CA-233676**

**GRAPHIC COMMUNICATIONS  
INTERNATIONAL UNION,  
GCC/INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 24M/9N**

**JOINT MOTION TO SUBMIT STIPULATED FACTS  
AND JOINT EXHIBITS TO THE ADMINISTRATIVE LAW JUDGE  
IN LIEU OF UNFAIR LABOR PRACTICE HEARING**

This is a joint motion by: (1) PG Publishing Co., Inc. d/b/a Pittsburgh Post-Gazette (herein, "Respondent"), (2) the Charging Party, Graphic Communications International Union, GCC/International Brotherhood of Teamsters Local 24M/9N (herein, "the Union"), and (3) Counsel for the General Counsel (herein, "the General Counsel"), to submit certain facts and documents to the Administrative Law Judge (herein, "ALJ").

Respondent, the Union, and the General Counsel agree that the allegations in the underlying case captioned above are appropriate to be decided based on the Stipulation of Facts attached to this Motion and the Joint Exhibits incorporated herein. As such, in order to effectuate the purposes of the Act and to avoid unnecessary costs and delay, Respondent, the Union and the General Counsel jointly petition the ALJ to exercise his powers under Section 102.3(a)(9) of the Board's Rules and Regulations, and to decide this case based on a stipulated record and to approve the attached Stipulation of Facts.

Respondent, the Union, and the General Counsel agree that the record in this case will be comprised of this Joint Motion, the Stipulation of Facts, the Joint Exhibits, and briefs to the ALJ. In filing this Motion, Respondent, the Union, and the General Counsel agree that no oral testimony is necessary for the ALJ to reach a determination on these matters. Thus, by this Motion and this Stipulation, the parties explicitly waive their right to a hearing before the ALJ. Should the ALJ grant this Joint Motion, the parties request that the ALJ set a time for filing of briefs 45 days from the approval of this Motion.

Respondent, the Union, and the General Counsel agree that the facts set forth in the attached Stipulation are true. They do not, however, concede the relevance of each fact recited, and the Stipulation is made without prejudice to any objection any party may have as to the relevance of any facts stated herein. Should this Motion be granted, the parties agree that any party urging that particular facts are irrelevant will do so in its brief. The parties further agree that the Stipulation is entered into only for purposes of this case and may not be used in any other case or proceeding.

Finally, without prejudice to any objection any party may have as to the relevance or materiality of any document, Respondent, the Union, and the General Counsel agree that the following documents are authentic, and they together move that the following documents be admitted into the record as Joint Exhibits:

<b>Exhibit</b>	<b>Description</b>
1(a)	Charge in Case No. 06-CA-233676
1(b)	Affidavit of Service of the Charge in Case No. 06-CA-233676
1(c)	Amended Charge in Case No. 06-CA-233676

- 1(d) Affidavit of Service of the Charge in Case No. 06-CA-233676
- 1(e) Complaint and Notice of Hearing in Case No. 06-CA-233676
- 1(f) Affidavit of Service of the Complaint and Notice of Hearing in Case No. 06-CA-233676
- 1(g) Respondent's Answer to the Complaint in Case No. 06-CA-233676
- 2 The Collective Bargaining Agreement between Respondent and the Union
- 3 The Union's October 11, 2016 Letter to Respondent
- 4 Respondent's January 13, 2017 Letter to the Union
- 5 Respondent's June 26, 2018 Letter to the Union
- 6 Respondent's August 3, 2018 Letter to the Union
- 7 Respondent's August 8, 2018 Email to the Union
- 8 Respondent's August 16, 2018 Email to the Union
- 9 The Union's August 17, 2018 Email and Letter dated August 16, 2018 Letter to Respondent
- 10 Respondent's August 20, 2018 Letter to the Union
- 11 Respondent's September 5 and September 7, 2018 Emails to the Union; the Union's September 6, 2018 Email to Respondent
- 12 The Union's September 13, 2018 Proposal

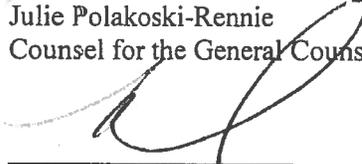
- 13 Respondent's September 20, 2018 Letter to the Union
- 14 Respondent's October 3, 2018 Layoff Letters to David Jenkins and David Murrio
- 15 The Union's September 27, 2018 Letter to Respondent
- 16 Respondent's October 12, 2018 Letter to the Union
- 17 The Union's November 8, 2018 Letter to Respondent
- 18 Respondent's November 27, 2018 Letter to The Union

Based on the foregoing, and noting that the use of a stipulated record in the circumstances of these cases will result in cost savings to all parties and will promote greater efficiency in the processing of these charges, Respondent, the Union, and the General Counsel respectfully request that this Motion be granted in its entirety.



Julie Polakoski-Rennie  
Counsel for the General Counsel

Dated: 6/5/2020

  
Michael D. Oesterle  
Counsel for PG Publishing Co., Inc.  
d/b/a Pittsburgh Post Gazette

Dated: 6/8/2020

  
Joseph J. Pass  
Counsel for the Graphic Communications International  
Union, GCC/International Brotherhood of Teamsters  
Local 24M/9N

Dated: 6/8/2020

## STIPULATION OF FACTS

The parties stipulate and agree to the following facts:

1. The charge in Case No. 06-CA-233676 was filed by the Union on January 7, 2019, a copy attached hereto as Ex. 1(a), and a copy was served on Respondent by U.S. mail on January 8, 2019, a copy attached hereto as Ex. 1(b).

2. The Amended Charge in Case No. 06-CA-233676 was filed by the Union on February 14, 2019, a copy attached hereto as Ex. 1(c), and a copy was served on Respondent by U.S. mail on February 14, 2019, a copy attached hereto as Ex. 1(d).

3. On March 16, 2020, the General Counsel of the Board, by the Regional Director for Region 6, pursuant to the authority granted in Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issued a Complaint and Notice of Hearing in Case. No. 06-CA-233676 against Respondent. A copy of this Complaint and Notice of Hearing is attached hereto as Ex. 1(e). True copies of the Complaint and Notice of Hearing were duly served by certified mail upon Respondent and the Charging Party on March 16, 2020. A copy of the Affidavit of Service of the Complaint and Notice of Hearing is attached hereto as Ex. 1(f). Respondent acknowledges receipt of the Complaint and Notice of Hearing.

4. On March 26, 2020, Respondent filed its Answer to the Complaint in Case No. 06-CA-233676 with the Director of Region 6 and also served it on the Union. A copy of this Answer is attached hereto as Ex. 1(g).

5. At all material times, Respondent has been a Pennsylvania corporation with an office and place of business in Clinton, Pennsylvania (Respondent's facility"), and has been engaged in publishing The Pittsburgh Post-Gazette, a daily newspaper.

6. (a) Annually, in conducting its operations described above in paragraph 5, Respondent derives gross revenues in excess of \$200,000 and publishes various nationally syndicated features, advertises various nationally sold products, and holds membership in, and subscribes to, various interstate news services, including Associated Press.

(b) Annually, Respondent purchased and received at its Clinton, Pennsylvania facility products, goods, and materials values in excess of \$5,000 directly from points outside the Commonwealth of Pennsylvania.

7. At all material times, Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

8. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

9. At all material times, Linda Guest held the position of Respondent's Senior Human Resources Manager and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

10. (a) The following employees of Respondent ("the Unit") constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All journeymen pressmen, paperhandlers, paperhandling pressmen, and apprentice pressmen who work in Company's pressroom and paperhandling departments.

(b) For many years and at all material times, Respondent has recognized the Union as the exclusive collective bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective

from November 16, 2014 until March 31, 2017. A copy of this most recent collective bargaining agreement between Respondent and the Union is attached hereto as Ex. 2.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

11. About October 11, 2016, the Union sent Respondent, by letter, official notice to open negotiations between the parties. A copy of this October 11, 2016 letter is attached hereto as Ex. 3.

12. About January 13, 2017, Respondent, by letter, addressed upcoming contract negotiations with the Union. A copy of this January 13, 2017 letter is attached hereto as Exhibit 4.

13. Since about March 21, 2017, Respondent and the Union have been engaged in negotiations for a successor collective-bargaining agreement to the collective-bargaining agreement described above in paragraph 10(b) and attached hereto as Ex. 2. To date, the parties have not reached a successor collective-bargaining agreement, nor have the parties negotiated an extension agreement.

14. Article 10, Section 10.2 of the collective-bargaining agreement described above in paragraph 10(b) and attached hereto as Ex. 2 provides that, "Effective the first payroll week following the signing of the collective bargaining agreement, all employees listed by name at the time of the signing of this Agreement shall be guaranteed a five (5) shift mark up each payroll week for the balance of the Agreement, ending March 31, 2017..."

15. About June 26, 2018, Respondent, by letter, notified the Union that Respondent had made the decision to become a digital news organization and eliminate two days of its print operations beginning on August 25, 2018 as part of its transition to a digital news organization.

The Respondent then offered to meet with the Union to discuss the effects of this decision. A copy of this June 26, 2018 letter is attached as Ex. 5.

16. On about July 25, 2018, the Union and Respondent met for the first time to bargain over the effects of Respondent's decision as described above in paragraph 15 to the bargaining unit.

17. About August 3, 2018, Respondent sent a letter to the Union, a copy of which is attached as Ex. 6.

18. About August 8, 2018, Respondent sent an email to the Union, a copy of which is attached as Ex. 7.

19. About August 16, 2018, Respondent sent an email to the Union, a copy of which is attached as Ex. 8.

20. About August 17, 2018, the Union sent Respondent an email with a letter dated August 16, 2018 as an attachment to Respondent, a copy of which is attached as Ex. 9.

21. About August 20, 2018, Respondent sent the Union a letter, a copy of which is attached as Ex. 10.

22. About August 25, 2018, Respondent reduced print days for its newspaper by two days a week.

23. About September 5, 2018, Respondent sent an email to the Union, a copy of which is attached as Ex. 11. About September 6, 2018, the Union sent an email to Respondent, a copy of which is attached as Ex. 11. About September 7, 2018, Respondent sent an email to the Union, a copy of which is attached as Ex. 11.

24. About September 13, 2018, the Union and the Respondent met to bargain over the effects of Respondent's decision as described above in paragraph 15 to the bargaining unit. During this meeting, the Union gave Respondent a proposal, a copy of which is attached as Ex.

12. Respondent proposed that the laid off employees would receive severance pay up to six weeks, 3 months of healthcare, and placement on a recall list.

25. About September 19, 2018, the Union and the Respondent met again to bargain over the effects of Respondent's decision as described above in paragraph 15. During this meeting, the Union proposed 26 weeks of severance pay, 6 months of health insurance benefits and recall rights for 3 years. The Respondent rejected this proposal and restated its proposal as set forth in its September 20, 2018 letter to the Union, a copy of which is attached hereto as Exhibit 13. Respondent told the Union that it planned to layoff two (2) paperhandlers on October 6, 2018.

26. About September 20, 2018, Respondent, by letter, confirmed to the Union of Respondent's plan to lay off the two (2) paperhandlers after their shift on October 6, 2018. Again, a copy of Respondent's September 20, 2018 letter is attached hereto as Exhibit 13.

27. The parties engaged in bargaining over the effects of Respondent's decision as described above in paragraph 15 and did not reach agreement. The parties agree that there was no waiver to bargain over the layoffs by conduct, and the parties agree that any arguments of waiver will be based on the documentary evidence as submitted only. Nothing herein shall preclude the parties from arguing waiver based on Article 10, Section 10.2 described above in paragraph 14.

28. On about October 6, 2018, Respondent laid off paperhandlers David Jenkins and David Murrio. Copies of the layoff letters issued to David Jenkins and David Murrio are attached hereto as Ex. 14.

29. To date, paperhandlers David Jenkins and David Murrio have not been offered reinstatement by Respondent.

30. The decision to become a digital news organization and eliminate print operations was not a result of labor costs.

31. The parties agree that any arguments regarding the layoffs being based on economic necessity or exigent circumstances will be based on the documentary evidence as submitted only.

32. Respondent engaged in the conduct described in paragraphs 14 and 28 above without first bargaining with the Union to an overall impasse for a successor collective bargaining agreement.

33. About September 27, 2018, the Union, by letter, requested that Respondent furnish the Union with information. A copy of this September 27, 2018 letter is attached hereto as Ex. 15.

34. About October 12, 2018, Respondent, by letter, responded to the request set forth in items 2, 3, 4, 6, 15 and 16 as requested in Ex. 15, but did not furnish information responsive to the other items requested in Ex. 15. A copy of this October 12, 2018 letter is attached hereto as Ex. 16.

35. About November 8, 2018, the Union, by letter, renewed its request that Respondent furnish the Union with the information as set forth in Ex. 15. A copy of this November 8, 2018 letter is attached hereto as Ex. 17.

36. About November 27, 2018, Respondent, by letter, responded to the Union's November 8, 2018 letter requesting information. A copy of this November 27, 2018 letter is attached hereto as Ex. 18.

37. Since about September 27, 2018, Respondent has not furnished the Union with the information requested by it in items 1, 5, 7, 8, 9, 10, 11, 12, 13, 14, and 17 as set forth in Ex. 15.

38. Respondent, the Union, and the General Counsel offer Exhibits 1 through 18 into evidence.

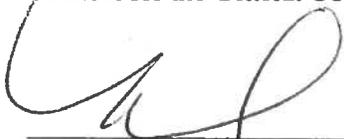
39. Respondent, the Union and the General Counsel enter this Agreement, as Exhibit 19, into evidence.

Respectfully submitted,



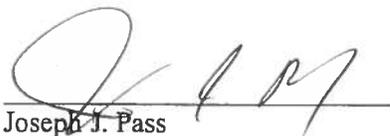
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Dated: 6/5/2020



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Dated: 6/8/2020



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Counsel for the Graphic Communications International  
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